

FILED

2014 JAN 24 PM 3:29
CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

PATEL & ALMEIDA, P.C.
ALEX D. PATEL
(State Bar No. 201875)
alex@patelalmeida.com
PAULO A. DE ALMEIDA
(State Bar No. 279168)
paulo@patelalmeida.com
16830 Ventura Blvd., Suite 360
Encino, CA 91436
Telephone: 818.380.1900
Fax: 818.380.1908

Attorneys for Plaintiff,
OLGA CURTIS

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

OLGA CURTIS, an individual,
Plaintiff,

v.

SHINSACHI PHARMACEUTICAL
INC., f/k/a SHINSACHI MEDIA INC.,
a corporation of Canada; Seungwoo
Shin, a Canadian individual; and DOES
1 through 10, inclusive,
Defendants.

Case No. **CV 14-591** ODW (SSX)

COMPLAINT FOR:

- 1) **DECLARATORY AND
INJUNCTIVE RELIEF;**
- 2) **MISREPRESENTATION OF
COPYRIGHT
INFRINGEMENT UNDER
THE DMCA (15. U.S.C. §
512(f));**
- 3) **CANCELLATION OF
FEDERAL TRADEMARK
REGISTRATION (15 U.S.C. §
1119)**
- 4) **INTENTIONAL
INTERFERENCE WITH
CONTRACT;**
- 5) **INTERFERENCE WITH
PROSPECTIVE ECONOMIC
RELATIONS**

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff, Olga Curtis ("Plaintiff"), by and through her undersigned counsel,
2 states as follows for her complaint against Defendant Shinsachi Pharmaceutical,
3 Inc., f/k/a Shinsachi Media, Inc., a corporation of Canada ("Shinsachi"); Seungwoo
4 Shin, a Canadian individual ("Shin"); and Does 1 through 10, inclusive
5 (collectively, "Defendants"):

6 **NATURE OF THE ACTION**

7 This is a declaratory judgment action seeking a determination that Plaintiff
8 has never infringed any of the Defendants' copyrights, trademarks, or other
9 intellectual property rights. Plaintiff also seeks damages and an injunction
10 prohibiting Defendants from sending false claims of infringement and other
11 wrongdoing to Plaintiff's third party Internet service providers such as eBay and
12 Google, among others. Further, Plaintiff herein seeks cancellation of Defendant
13 Shinsachi's U.S. Trademark Registration Nos. 4290428 ("TATTOONUMB"),
14 4321983 ("SUPERNUMB") and 4326072 ("DEEPNUMB"), all for topical
15 anesthetic skin care products for tattoo pain relief, on the grounds that Plaintiff is
16 the true owner of these trademarks based on her prior and superior common-law
17 trademark rights, and additionally on the grounds that Shinsachi has abandoned
18 these trademarks through non-use in commerce.

19 In short, Defendants used computers in Canada to hijack Plaintiff's
20 trademarks TATTOONUMB, SUPERNUMB, and DEEPNUMB in the United
21 States by registering them at the USPTO. Defendants then used the registrations to
22 prevent Plaintiff from selling her own products online by sending over 30 Digital
23 Millennium Copyright Act ("DMCA") "takedown" notices containing false
24 allegations of copyright and trademark infringement to Plaintiff's third party service
25 vendors such as eBay, Google, PayPal, and Plaintiff's web hosting provider,
26 Serversea. On the basis of these false allegations of infringement, eBay removed
27 over 140 of Plaintiff's on-line product listings for her skin care products and
28

1 suspended her various user accounts; Google suspended Plaintiff's "Adwords"
2 account used for on-line advertising; and SeaServer suspended Plaintiff's main
3 website at *www.numbcreams.com*. Defendants' false complaints also prevented
4 Plaintiff from lawfully purchasing and re-selling some of the Defendants' "DR
5 NUMB" skin cream products, which Plaintiff is entitled to do under the first sale
6 doctrine.

7 Over a period of three years, the foregoing acts of Defendants disrupted
8 Plaintiff's business by preventing her from advertising and selling her skin care
9 products on the Internet. Still today, Defendants continue to send false
10 infringement notices to third party Internet service providers for the purpose of
11 interfering with Plaintiff's business. Plaintiff now seeks damages and injunctive
12 relief prohibiting Defendants and their agents from continuing the inference.

13 **PARTIES**

14 1. Plaintiff is an individual with her principal place of business at 2006 S.
15 Main St., Moscow, Idaho, United States.

16 2. On information and belief, Defendant Shinsachi is a corporation of
17 Canada, having its principal place of business in Vancouver, British Columbia,
18 Canada.

19 3. On information and belief, Defendant Seungwoo Shin is an individual
20 residing in Vancouver, British Columbia, Canada.

21 4. Plaintiff is ignorant of the true names and capacities of the defendants
22 sued herein as Does 1 to 10, inclusive, and therefore sues these defendants by such
23 fictitious names. Plaintiff will amend this complaint to allege their true names and
24 capacities when ascertained.

25 5. Plaintiff is informed and believes, and on that basis alleges, that each
26 of the defendants was the agent and/or employee of the remaining defendants and,
27 at all times mentioned, acted within the course and scope of such agency and
28

1 employment.

2 **JURISDICTION AND VENUE**

3 6. This Court has subject matter jurisdiction over Plaintiff's federal
4 claims pursuant to the Copyright Act (17 U.S.C. §§ 101 *et seq.*), 28 U.S.C. §§ 1331,
5 1338, and the Declaratory Judgment Act (28 U.S.C. § 2201). This Court has
6 supplemental subject matter jurisdiction over the state law claims pursuant to 28
7 U.S.C. § 1367(a) in that the state law claims form part of the same case or
8 controversy as the federal claims.

9 7. This Court has personal jurisdiction over Defendants because they
10 conduct business in the State of California through, among other things, operating
11 interactive websites purposefully directed at California residents, selling skin
12 creams to California residents, and using the internet to send electronic
13 communications containing false statements to Plaintiff's third party service
14 vendors in California, including eBay, Google, and PayPal.

15 8. Venue is proper in the Central District of California pursuant to 28
16 U.S.C. § 1391(c) because Defendants are not residents in the United States and may
17 be sued in any judicial district.

18 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

19 **Plaintiff's Successful Skin Care Brands**

20 9. Since at least as early as 2011, Plaintiff has invested substantial
21 resources into marketing and selling topical anesthetic skin creams throughout the
22 U.S. under the trademarks TATTOONUMB, SUPERNUMB, and DEEPNUMB
23 (collectively, the "NUMB Marks").

24 10. Specifically, Plaintiff has used the trademark TATTOONUMB for
25 topical anesthetics since June 25, 2011, the trademark SUPERNUMB for topical
26 anesthetics since June 12, 2011, and the trademark DEEPNUMB for topical
27 anesthetics since June 16, 2011.
28

1 11. Plaintiff's NUMB Marks have developed national and international
2 brand recognition as identifying some of the highest quality topical anesthetics
3 available on the market today.

4 12. Plaintiff has extensive common law rights in the NUMB Marks based
5 her continuous use of the marks throughout the United States since the
6 aforementioned "first use" dates.

7 13. As a result of Plaintiff's widespread and continuous use of the NUMB
8 Marks, the marks have acquired extensive, valuable goodwill, have developed a
9 high degree of distinctiveness, and have become well known and recognized as
10 identifying Plaintiff's superior quality skin care creams.

11 14. Plaintiff primarily advertises and sells her topical anesthetics under the
12 NUMB Marks on the Internet through her "listings" at the online retail and auction
13 website eBay.com ("eBay").

14 15. In addition to her seller pages on eBay, Plaintiff also operates the
15 website at *www.numbcreams.com* to promote and sell her skin creams under the
16 NUMB Marks.

17 16. Through her sales on eBay and elsewhere on the Internet, Plaintiff has
18 built up substantial good will as a reputable and dependable seller of topical
19 anesthetic skin creams.

20 **Plaintiff's Lawful Sales of Defendants' DR. NUMB Products**

21 17. On information and belief, Defendants produce a topical anesthetic
22 cream under the trademark DR. NUMB ("DR. NUMB") and sells the product
23 through their own website at *www.drnumb.com* and through eBay.

24 18. On information and belief, Defendant Seungwoo Shin, a director of
25 Defendant Shinsachi, registered the trademark DR. NUMB with the USPTO. The
26 U.S. trademark registration number for DR. NUMB is 3916453. On information
27 and belief, although there is no assignment for the DR. NUMB registration
28

1 recorded at the USPTO, Shinsachi uses the mark with the permission of its director,
2 Defendant Seungwoo Shin.

3 19. Defendant Shinsachi is a competitor of Plaintiff in the field of topical
4 anesthetics.

5 20. On a few occasions, Plaintiff purchased DR. NUMB products directly
6 from Defendants through the Internet and re-sold them in the United States on eBay
7 and on her website at *www.numbcreams.com*. Plaintiff sold the DR. NUMB
8 products along with her own products TATTOONUMB, SUPERNUMB, and
9 DEEPNUMB.

10 21. No contract existed between Defendants and Plaintiff concerning
11 Plaintiff's re-sale of DR. NUMB products in the United States.

12 22. On information and belief, when Defendants first sold the DR. NUMB
13 products to Plaintiff which she later offered for re-sale on the Internet, Defendants
14 did not retain ownership of those particular products. On information and belief,
15 Plaintiff owned the DR. NUMB products once purchased from Defendants and
16 lawfully re-sold them under the first sale doctrine.

17 **Defendants' Wrongful Conduct**

18 **Shinsachi's Unlawful Registration of Plaintiff's Marks in the United States**

19 23. On information and belief, approximately one year after Plaintiff
20 began selling her products under the NUMB Marks on eBay in June of 2011,
21 Defendant Shin filed three trademark applications at the USPTO for the marks
22 TATTOONUMB, SUPERNUMB, and DEEPNUMB, all for use in connection with
23 "topical anesthetics".

24 24. Specifically, on February 16, 2012, Defendant Shinsachi filed the
25 following U.S. trademark applications at the USPTO:

- 26 1) Serial Number 85/545,084 for the mark
27 TATTOONUMB for "topical anesthetics" alleging a
28

"first use" date of August 11, 2011, and a "first use in commerce" date of February 3, 2012;

2) Serial Number 85/545,073 for the mark SUPERNUMB for "topical anesthetics" alleging a "first use" date of August 11, 2011, and a "first use in commerce" date of February 5, 2012; and

3) Serial Number 85/545,054 for the mark DEEPNUMB for "topical anesthetics" alleging a "first use" date of August 11, 2011, and a "first use in commerce" date of February 12, 2012.

25. On February 12, 2013, the USPTO issued U.S. trademark registration number 4290428 for the mark TATTOONUMB on the Supplemental Register.

26. On April 16, 2012, the USPTO issued U.S. trademark registration number 4321983 for the mark SUPERNUMB on the Principal Register.

27. On April 23, 2013, the USPTO issued U.S. trademark registration number 4326072 for the mark DEEPNUMB on the Supplemental Register.

28. On information and belief, Defendants knew that Plaintiff was the prior user of the NUMB Marks in the United States when Defendant Shinsachi filed the three trademark applications on February 16, 2012.

29. As the prior user of the NUMB Marks, Plaintiff is the owner of the marks and is entitled to federal registration, not Shinsachi.

30. On information and belief, the Defendants have never used the marks TATTOONUMB, SUPERNUMB or DEEPNUMB to sell any goods of any kind in the United States. As such, Defendants never acquired any trademark rights in these marks. If Defendants ever acquired trademark rights in these marks, Defendants abandoned such rights through non-use in commerce. For these additional reasons, Defendants were never entitled to federal registration of the

1 marks, and are not entitled to maintain such registrations for marks which are not in
2 use.

3 31. On information and belief, the Defendants filed the foregoing
4 trademark applications for the purpose of preventing Plaintiff from registering her
5 own NUMB Marks in the United States, and so that Defendants could misuse the
6 resulting registrations to disrupt Plaintiff's business. Specifically, Defendants sent
7 communications containing false allegations of trademark infringement to
8 Plaintiff's third party Internet service providers, which Defendants knew were false
9 and would result in the removal of Plaintiff's products and advertising from the
10 Internet. These false complaints resulted in the removal of Plaintiff's products and
11 advertising, causing damage to Plaintiff's business.

12 Defendants' False Allegations of Infringement

13 32. On various dates between 2011 and 2013, Defendants, directly or
14 through an agent, submitted over 200 complaints to various third party Internet
15 service providers, including eBay, Google, PayPal, and Plaintiff's web hosting
16 provider, Serversea, alleging that Plaintiff had infringed on Defendants' copyrights
17 and/or trademarks, and/or that Plaintiff had engaged in other unlawful activities.

18 33. Some of the complaints alleged infringement of the TATTOONUMB,
19 SUPERNUMB, and DEEPNUMB trademark registrations, despite Plaintiff's
20 superior rights in these marks. Some complaints alleged infringement of
21 Defendants' DR. NUMB trademark, even though Plaintiff lawfully purchased and
22 re-sold the DR. NUMB products under the first sale doctrine. Other complaints
23 alleged copyright infringement of images and/or text owned by Defendants, without
24 specifying any copyright registration, and without identifying the images or text
25 allegedly used by Plaintiff. Other complaints alleged that Plaintiff had engaged in
26 "spamming" or that Plaintiff had sold topical anesthetics in violation of government
27 regulations concerning such products.
28

1 34. The allegations of infringement and other wrongdoing in the
2 complaints are false, and Defendants knew or should have known upon submitting
3 the complaints that the statements contained therein were false. These complaints
4 demanded that the Internet service providers remove Plaintiff's products and
5 advertising from the Internet. In most cases, these Internet service providers
6 removed Plaintiff's products from the internet, thereby causing lost sales and
7 damage to Plaintiff's business.

8 35. Specifically, on information and belief, on various dates between 2011
9 and 2013, Defendants, directly or through an agent, submitted over 30 "Notices of
10 Claimed Infringement" ("Notices") to eBay through eBay's Verified Rights Owner
11 ("VeRO") program, which allows intellectual property holders to terminate on-line
12 listings of allegedly infringing goods. On information and belief, the Notices
13 submitted by Defendants alleged trademark and/or copyright infringement and
14 demanded that eBay terminate Plaintiff's eBay listings of products for sale.

15 36. On information and belief, in these Notices, Defendants represented
16 under penalty of perjury that they had a good faith belief that Plaintiff's listings
17 infringed Defendants' trademarks and/or copyrights, and that all of the information
18 contained in the Notices was accurate. Submission of a Notice through the VeRO
19 program constitutes a notification of infringement under the Digital Millennium
20 Copyright Act ("DMCA"), 17 U.S.C. § 512.

21 37. On information and belief, upon submitting the Notices, Defendants
22 did not have a good faith belief that the products offered for sale in Plaintiff's
23 listings infringed Defendants' copyrights and/or trademarks. All of the Notices
24 contained false statements and misrepresentations concerning infringement. At the
25 very least, on information and belief, upon submitting the Notices, Defendants
26 knew or should have known the Notices contained false statements and
27 misrepresentations concerning infringement.
28

1 38. The products offered for sale complained of in the Notices were either
2 Plaintiff's own products sold under her NUMB Marks, or they were DR. NUMB
3 products which Plaintiff lawfully purchased from Defendants and re-sold in the
4 United States pursuant to the first sale doctrine.

5 39. Plaintiff's eBay listings complained of in the Notices did not include
6 any of Defendants' copyrighted text or graphics.

7 40. Plaintiff's eBay listings complained of in the Notices did not infringe
8 Defendants' copyrights, trademarks, or any other rights of Defendants.

9 41. Each time Defendants submitted a Notice through the VeRO program,
10 eBay notified Plaintiff of the alleged infringement and removed the listing
11 complained of in the Notice. In each Notice, eBay identified one of the Defendants
12 as the intellectual property rights owner responsible for the Notice.

13 42. Plaintiff contacted Defendants by email and inquired into the reason
14 for the termination of the eBay listings. Defendants responded in an email stating
15 that "the selling of SuperNumb and DeepNumb must stop immediately"; that
16 "[Plaintiff] is selling unauthorized pharmaceutical drugs" and that "Unauthorized
17 use of [Defendants'] Dr. Numb copyrighted material by 'SuperNumb and
18 DeepNumb' is absolutely illegal." Defendants also stated, "We believe you have
19 wilfully infringed our rights under 17 USC Section 101 and you will be liable for
20 statutory damages as high as \$100,000.00."

21 43. In addition to contacting the Defendants by email, Plaintiff sent
22 various Counter Notices regarding the removed listings ("Counter-Notices") to
23 eBay, in compliance with the VeRO program policies and with the DMCA, 17
24 U.S.C. § 512(g)(3). The Counter-Notices explained that Plaintiff did not engage in
25 any infringement of Defendants' intellectual property rights.

26 44. On information and belief, eBay informed Defendants of Plaintiff's
27
28

1 Counter-Notices, explaining that eBay would allow Plaintiff's listings to be restored
2 if eBay did not receive notice within a certain amount of time that Defendants had
3 filed an action in federal court seeking an order to restrain Plaintiff from selling her
4 products. Defendants did not file such an action, and therefore, eBay allowed some
5 of the listings to be restored on the eBay site.

6 45. Even after some of Plaintiff's listings were restored by eBay, and even
7 after Plaintiff informed Defendants that there was no infringement, Defendants
8 continued to submit Notices containing false statements concerning infringement,
9 resulting in the continued removal of Plaintiff's listings from eBay.

10 46. At least 140 of Plaintiff's eBay listings were removed by the
11 aforementioned actions of Defendants between 2011 and 2013.

12 47. But for Defendants misrepresentations concerning alleged
13 infringement in the Notices, eBay would not have removed the listings.

14 48. As a result of Defendants' actions, Plaintiff has expended time and
15 resources, has lost sales, and is unable to continue to sell her products on eBay.
16 Plaintiff has also suffered damage to her reputation as a top-rated seller on eBay.
17 For example, and among other damages, the termination of Plaintiff's product
18 listings damaged Plaintiff by causing eBay to issue "strikes" against Plaintiff's seller
19 account, which caused eBay to place Plaintiff's product listings at the back of the
20 search query list for Plaintiff's products, thereby making Plaintiff's products more
21 difficult to find and resulting in damage to her reputation as a popular and trusted
22 seller of skin care products. As a result of the terminated listings, Plaintiff
23 expended time and resources to improve her online visibility and reputation and
24 return her listings to the top of the search results.

25 49. On information and belief, in November of 2012, Defendants or their
26 agent sent a complaint to Google's "Adwords" team containing allegations of sales
27 of "counterfeit goods" by Plaintiff. Plaintiff never sold any "counterfeit goods" or
28

1 otherwise violated Google's "Advertising Policy". Thus, the allegations of
2 counterfeiting are false, and, on information and belief, Defendants knew they were
3 false. Based on the complaint, Google notified Plaintiff that it would no longer
4 display her advertisements because she had violated the company's "Advertising
5 Policy". As a result of Defendants' false allegations, Plaintiff is still today unable to
6 advertise using Google Adwords, which has resulted in lost sales and damage to
7 Plaintiff's business.

8 50. On information and belief, in 2013, Defendants or their agent sent at
9 least one complaint to Plaintiff's web hosting provider, Serversea, which hosts
10 Plaintiff's website at *www.numbcreams.com*. The complaint(s) alleged that Plaintiff
11 had engaged in copyright and trademark infringement, and that Plaintiff had also
12 engaged in "spamming". On information and belief, upon receiving the first
13 complaint, a representative from ServerSea stated in an email to Plaintiff, "Your
14 website is down due to TRADEMARK INFRINGEMENT and [sic]continues
15 spamming. You are violating our terms of services and US law. We cannot restore
16 your website until you contact our support team and provide them legal prove that
17 you own the company that you claim and you'll never send spam again."

18 51. Upon receiving a second complaint, a representative from Seversea
19 stated in an email to Plaintiff, "This is the second time we have [sic]receied abuse
20 warning from internet authorities and now we will not let your account open with
21 out[sic] your proper explanation on this." *Id.* Defendants' allegations in the
22 complaint(s) to Serversea are false. Plaintiff never infringed any of Defendants'
23 copyrights or trademarks, and Plaintiff never engaged in any "spamming".
24 Eventually, Serversea restored Plaintiff's website; however, as a result of
25 Defendants' false complaints, Plaintiff was forced to expend time and resources to
26 seek restoration of the page through Serversea, and the page was inoperative for
27 some time, which caused lost sales and other damages to Plaintiff.
28

1 52. Defendants continue to send communications containing false
2 allegations of infringement to Plaintiff's third party Internet service providers, and
3 Defendants' continued wrongdoing has caused, is causing, and will continue to
4 cause irreparable harm to Plaintiff and her business.

5 53. Due to Defendants' continuing unlawful conduct, Plaintiff is now
6 forced to bring this Complaint to protect her business and her valuable intellectual
7 property rights. In filing this Complaint, Plaintiff was required to retain counsel
8 and incur substantial fees and costs, and continues to incur fees and costs, to
9 prosecute this lawsuit and pursue her claims.

10 **COUNT I – DECLARATORY RELIEF**

11 (Against all Defendants)

12 54. Plaintiff hereby incorporates by reference paragraphs 1 through 53,
13 *supra*, as if fully set forth herein.

14 55. Defendants contend that Plaintiff has infringed their alleged
15 copyrights, trademarks, and that Plaintiff has engaged in spamming and the sale of
16 illegal products.

17 56. Plaintiff contends that she has never infringed any of Defendants'
18 alleged copyrights or trademarks, and in particular, her purchase and resale of DR.
19 NUMB products in the U.S. is lawful under the first sale doctrine.

20 57. Defendants have threatened to take legal action against Plaintiff if she
21 continues to sell her product, and Defendants have repeatedly requested removal of
22 Plaintiff's eBay listings, her website, or otherwise complained to Plaintiff's third
23 party Internet service providers about the alleged infringement.

24 58. Plaintiff continues to attempt to sell her products on the internet under
25 threat of legal action by Defendants, and Defendants have already caused the
26 removal of Plaintiff's eBay listings and caused Google to disallow Plaintiff from
27 using the AdWords advertising program.
28

1 59. On information and belief, Defendants plan to continue to interfere
2 with Plaintiff's business in the aforementioned manner for the indefinite future.

3 60. As a result of Defendants' actions, eBay suspended Plaintiff's seller
4 accounts and has informed her that it will not reinstate them until eBay receives
5 authorization from Defendants. Google has disallowed Plaintiff from using the
6 AdWords program. Defendants have refused to authorize eBay to reinstate
7 Plaintiff's accounts, and eBay will not do so without an order from this Court
8 declaring that there is no infringement.

9 61. Plaintiff seeks to sell and advertise her products on eBay and
10 elsewhere on the Internet, but as a result of Defendants' actions, is unable to do so.
11 As a result, Plaintiff continues to lose profits and suffer damage to her business and
12 reputation.

13 62. There is a real and actual controversy between Plaintiff and
14 Defendants regarding whether the continued sale of her products is lawful or
15 whether it infringes Defendants' rights, and whether Plaintiff has engaged in
16 "spamming" or selling illegal products -- none of which Plaintiff has done.

17 **COUNT II – MISREPRESENTATION OF COPYRIGHT**
18 **INFRINGEMENT**

19 (Against all Defendants)

20 63. Plaintiff hereby incorporates by reference paragraphs 1 through 62,
21 *supra*, as if fully set forth herein.

22 64. By submitting Notices of Claimed Infringement to eBay and other
23 complaints to other Internet service providers, Defendants knowingly and
24 materially misrepresented that Plaintiff's sale of skin care products infringed
25 Defendants' alleged copyrights.

26 65. As a result of Defendants' acts alleged herein, Plaintiff has suffered, is
27 suffering, and will continue to suffer substantial damage to her business in the form
28

1 of lost profits and injury to goodwill and reputation.

2 66. As a result of Defendants' knowing material misrepresentations,
3 Plaintiff is entitled pursuant to 17 U.S.C. § 512(f) to all damages, including costs
4 and attorneys' fees, which she incurred as the result of eBay's reliance upon
5 Defendants' misrepresentations.

6 67. Unless this Court restrains Defendants from further commission of the
7 aforementioned acts, Plaintiff will suffer irreparable injury, for which she is without
8 an adequate remedy at law. Accordingly, Plaintiff seeks an order enjoining
9 Defendants from any sending any further wrongful notices, complaints, or threats in
10 connection with the sale of Plaintiff's products on the internet.

11 **COUNT III – CANCELLATION OF FEDERAL TRADEMARK**
12 **REGISTRATION (15 U.S.C. §§ 1064 AND 1119)**

13 (Against Defendant Shinsachi)

14 68. Count III is an action for cancellation of a federal trademark
15 registration under arising under Section 14 of the Lanham Act, 15 U.S.C. §§ 1064
16 and 1119. Subject matter jurisdiction over this Count is based upon 15 U.S.C. §
17 1121 and 28 U.S.C. §§ 1331 and 1338.

18 69. Plaintiff hereby incorporates by reference paragraphs 1 through 68,
19 *supra*, as if fully set forth herein.

20 70. Defendant Shinsachi applied for and obtained U.S. trademark
21 registrations for the marks TATTOONUMB (Reg. No. 4290428), SUPERNUMB
22 (Reg. No. 4321983), and DEEPNUMB (Reg. No. 4326072), described in this
23 Complaint, *supra*.

24 71. Plaintiff has been and will continue to be damaged by Reg. Nos.
25 4290428, 4321983, and 4326072 and hereby prays for cancellation of the same. As
26 grounds in support of her claim for cancellation, Plaintiff alleges as follows:
27
28

Priority and Likelihood of Confusion

72. Plaintiff has extensively used and promoted the marks TATTOONUMB, SUPERNUMB, and DEEPNUMB for topical anesthetics in interstate commerce, and thus owns valuable common-law trademark rights in the marks, with priority of use established as early as June 25, 2011, for TATTOONUMB; June 12, 2011, for SUPERNUMB; and June 16, 2011, for DEEPNUMB.

73. Shinsachi's application filing date of February 26, 2012 for the TATTOONUMB, SUPERNUMB, and DEEPNUMB trademark applications falls at least one (1) year and three (3) months after Plaintiff's first use of the same marks in June of 2011.

73. On information and belief, Shinsachi's claimed "first use" of the TATTOONUMB, SUPERNUMB, and DEEPNUMB marks on August 11, 2011, falls at least one (1) month after Plaintiff's first use of the same marks for topical anesthetics in June of 2011.

74. On information and belief, Shinsachi does not have any basis for claiming rights in the TATTOONUMB, SUPERNUMB, or DEEPNUMB marks prior to Shinsachi's application filing dates or claimed "first use" dates for the same marks.

75. On information and belief, Shinsachi does not have any basis for claiming rights in the TATTOONUMB, SUPERNUMB, or DEEPNUMB marks prior to Plaintiff's aforementioned first use dates for the same marks.

76. On information and belief, Plaintiff's first use of her NUMB Marks predates the earliest date on which Shinsachi may rely for its alleged use of the TATTOONUMB, SUPERNUMB, and DEEPNUMB marks for topical anesthetics.

77. Plaintiff has priority of use of her NUMB marks based on her earlier use in commerce.

1 offered anywhere in the United States.

2 84. On information and belief, Shinsachi does not currently produce or sell
3 any goods under the marks TATTOONUMB, SUPERNUMB, or DEEPNUMB
4 anywhere in the United States, and has not provided such goods anywhere in the
5 United States for at least two years with no intent to resume use of the mark for
6 such goods, and/or has never used the TATTOONUMB, SUPERNUMB, or
7 DEEPNUMB marks and has no intent to commence use of the marks for such
8 goods.

9 85. Plaintiff will be damaged by the continued registration of
10 TATTOONUMB, SUPERNUMB, or DEEPNUMB in that such registrations will
11 give colorable exclusive statutory rights to Shinsachi in violation and derogation of
12 the common law trademark rights of Plaintiff in her own NUMB Marks for topical
13 anesthetics. In addition, Plaintiff has been damaged in that Defendants wrongfully
14 used the registrations to interfere with and damage Plaintiff's business by sending
15 false allegations of infringement of the registered marks to Plaintiff's third party
16 Internet service providers.

17 **COUNT III – INTENTIONAL INTERFERENCE WITH CONTRACT**

18 (Against all Defendants)

19 86. Plaintiff hereby incorporates by reference paragraphs 1 through 85,
20 *supra*, as if fully set forth herein.

21 87. Plaintiff had a valid contract with eBay to sell products through the
22 eBay website. Plaintiff also had valid contracts directly with eBay users who had
23 agreed to purchase Plaintiff's products.

24 88. Plaintiff had valid contracts with other Internet service providers such
25 as Google, Serversea, and Paypal.

26 89. Defendants knew about Plaintiff's contracts with eBay, eBay users,
27 Google, Serversea, and Paypal.
28

1 90. Defendants intentionally submitted false Notices of Claimed
2 Infringement to eBay and sent other complaints containing false allegations of
3 infringement to Google, Serversea, and Paypal to disrupt Plaintiffs contracts. In the
4 alternative, Defendant negligently submitted the false Notices of Claimed
5 Infringement and other complaints.

6 91. Defendants' conduct caused eBay and Google to terminate their
7 contracts with Plaintiff by suspending her accounts.

8 92. Defendants' conduct also caused eBay users who had agreed to buy her
9 products to terminate their contracts with Plaintiff.

10 93. By reason of the foregoing, Plaintiff has been damaged in that
11 Defendant's conduct has resulted in lost profits and other damages to Plaintiff, and
12 Plaintiff will continue to be damaged unless Defendants are enjoined from
13 continuing their wrongful conduct.

14 94. Plaintiff will be irreparably injured by the continued acts of
15 Defendants, until and unless such acts are enjoined. Plaintiff has no adequate
16 remedy at law.

17 **COUNT III – INTENTIONAL INTERFERENCE WITH**
18 **PROSPECTIVE ECONOMIC ADVANTAGE**

19 (Against all Defendants)

20 95. Plaintiff hereby incorporates by reference paragraphs 1 through 94,
21 *supra*, as if fully set forth herein.

22 96. Plaintiff had economic relationships with eBay, Google, Serversea,
23 and Paypal, with the probability of future economic benefit to plaintiff.

24 97. Plaintiff also had economic relationships with potential purchasers of
25 her products on eBay.

26 98. Defendants knew about Plaintiff's economic relationships with Google,
27 Serversea, eBay, and potential purchasers of her products on eBay.
28

1 complaints containing allegations of infringement or other wrongdoing to Plaintiff's
2 third party Internet service providers or other vendors of goods and/or services; and
3 (3) interfering in any way with Plaintiff's sale of skin care products on the Internet;

4 C. An injunction requiring Defendants to (1) rescind their Notices of
5 Claimed Infringement with eBay and to authorize eBay to reinstate Plaintiff's
6 accounts; and (2) requiring Defendants to retract their allegations of infringement
7 and/or other wrongdoing sent to Google, Paypal, Serversea, and any other third
8 party Internet service providers who received such complaints;

9 D. Damages according to proof;

10 E. That because of the willful nature of Defendants' acts, the Court enter a
11 judgment for treble the amount of the aforesaid damages;

12 F. That because of the willful, intentional, and wrongful nature of
13 Defendants' acts, the Court award to Plaintiff exemplary or punitive damages;

14 G. That the Court award Plaintiff pre-judgment interest;

15 H. That Defendant be required to pay to Plaintiff its costs in this action,
16 including all costs and attorneys' fees; and

17 I. That Plaintiff be granted such other and further relief as the Court
18 deems just and proper.

19
20 Dated: January 15, 2014

PATEL & ALMEIDA, P.C.
ALEX D. PATEL
PAULO A. DE ALMEIDA

21
22 By: /Alex D. Patel/
23 ALEX D. PATEL

24 Attorneys for Plaintiff,
25 OLGA CURTIS
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial pursuant to Rule 38 of the Federal Rules of Civil Procedure as to all issues in this lawsuit.

Dated: January 23, 2014

PATEL & ALMEIDA, P.C.
ALEX D. PATEL
PAULO A. DE ALMEIDA

By: /Alex D. Patel/
ALEX D. PATEL

Attorneys for Plaintiff,
OLGA CURTIS

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Otis D. Wright II and the assigned Magistrate Judge is Suzanne H. Segal .

The case number on all documents filed with the Court should read as follows:

 CV14-591-ODW(SSx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

January 24, 2014

Date

By C. Sawyer

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☐ Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐ Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

AC 142 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

OLGA CURTIS, an individual,

Plaintiff(s)

v.

SHINSACHI PHARMACEUTICAL
INC., f/k/a SHINSACHI MEDIA INC., a corporation of
Canada; Seungwoo Shin, a Canadian individual; and
DOES 1 through 10, inclusive,

Defendant(s)

CV14-591 ODW (SSX)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alex D. Patel
16830 Ventura Blvd., Suite 360
Encino, CA 91436

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date:

1-24-14

CLERK OF COURT



CHRIS SAWYER

Signature of Clerk or Deputy Clerk

1149

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

1149

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) OLGA CURTIS, an individual	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) SHINSACHI PHARMACEUTICAL INC., f/k/a SHINSACHI MEDIA INC., a corporation of Canada; Seungwoo Shin, a Canadian individual
(b) County of Residence of First Listed Plaintiff <u>Latah</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Patel & Almeida, P.C. Alex D. Patel (State Bar No. 201875) Paulo A. de Almeida (State Bar No. 279168) 16830 Ventura Blvd., Suite 360, Encino, CA 91436 Tel: 818-380-1900	

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input checked="" type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES —For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 1</td> <td style="width:10%;">DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%;">PTF <input type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

IV. ORIGIN (Place an X in one box only.)

<input checked="" type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify) _____	<input type="checkbox"/> 6. Multi-District Litigation
--	--	---	--	---	---

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT: \$** _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 15. U.S.C. § 512(f) MISREPRESENTATION OF COPYRIGHT INFRINGEMENT UNDER THE DMCA; 15 U.S.C. § 1119 CANCELLATION OF FEDERAL TRADEMARK REGISTRATION; DECLARATORY AND INJUNCTIVE RELIEF; INTENTIONAL INTERFERENCE WITH CONTRACT; INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS		<input checked="" type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	Other:	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	FORFEITURE/PENALTY	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	LABOR	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 896 Arbitration	REAL PROPERTY	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 369 Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 370 Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 790 Other Labor Litigation	
	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 371 Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	
		<input type="checkbox"/> 372 Personal Injury Product Liability	<input type="checkbox"/> 448 Education		

BY FAX

FOR OFFICE USE ONLY:

Case Number: _____

CV-71 (11/13)

CV14-591
CIVIL COVER SHEET

Page 1 of 3

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF?	A DEFENDANT?	
	Then check the box below for the county in which the majority of DEFENDANTS reside.	Then check the box below for the county in which the majority of PLAINTIFFS reside.	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western	

Question C: Location of plaintiffs, defendants, and claims? (Make only one selection per row)	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**X. SIGNATURE OF ATTORNEY
(OR SELF-REPRESENTED LITIGANT):** _____

DATE: 1/23/2014

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))